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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

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Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|-------------------------------------|---|-------------------------|
| ----- | x | |
| | : | |
| In re | : | Chapter 11 |
| | : | |
| DELPHI CORPORATION, <u>et al.</u> , | : | Case No. 05-44481 (RDD) |
| | : | |
| Debtor. | : | (Jointly Administered) |
| | : | |
| ----- | x | |

NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND ASSIGNED
IN CONNECTION WITH THE SALE OF CATALYST BUSINESS

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P.
2002 And 9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii)
Approving Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing (the

"Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 29, 2007, Delphi Corporation ("Delphi") and certain of its affiliates, including certain affiliated chapter 11 Debtors as set forth in the Agreement (the "Selling Debtor Entities")¹ have entered into a Master Sale And Purchase Agreement ("Agreement") with Umicore and certain of its affiliates (the "Purchasers") for the purchase of substantially all of the assets primarily used in the catalyst business of Delphi. The Selling Debtor Entities hereby provide notice (the "Notice") of their intent to assume and assign the prepetition executory contracts or unexpired leases (the "Assumed Contract") listed on Exhibit 1 hereto to the Purchaser or the Successful Bidder, as the case may be. Capitalized terms used but not otherwise defined in this notice have the meanings ascribed to them in the Bidding Procedures Order.

2. On the date of the closing of the transactions contemplated by the Agreement (the "Closing Date"), or as soon thereafter as is reasonably practicable, the Selling Debtor Entities will pay the amount the Selling Debtor Entities' records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit 1 hereto (the "Cure Amount"). The Selling Debtor Entities' records reflect that all postpetition amounts owing under the Assumed Contract have been paid and will continue to be paid until the assumption and assignment of the Assumed Contract and that, other than the Cure Amount, there are no other defaults under the Assumed Contract.

3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local

¹ Under the Agreement, the Selling Debtor Entities include Delphi, Delphi Automotive Systems (Holding) Inc., Delphi Automotive Systems LLC, Exhaust Systems Corporation, Environmental Catalysts, LLC, Delphi Technologies, Inc., ASEC Manufacturing General Partnership, and ASEC Sales General Partnership. Certain assets will be sold under the Agreement by non-debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing (I) Omnibus Hearing Dates, (II) Certain Notice, Case Management, and Administrative Procedures, entered March 20, 2006 (Docket No. 2883) (the "Supplemental Case Management Order") and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered October 26, 2006 (Docket No. 5418) (together with the Supplemental Case Management Order, the "Case Management Orders"), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that they are actually received within ten days of service of this Notice upon (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Legal Staff), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Deputy General Counsel, Transactional & Restructuring), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John K. Lyons and Brian M. Fern), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg

and Mark A. Broude), (vi) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (vii) counsel for the Purchasers, Goodwin Procter LLP, 901 New York Avenue, N.W., Washington, DC 20001 (Att'n: J. Hovey Kemp), and (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the Cure Amount is timely filed and received, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of the Selling Debtor Entities until after the Closing Date.

5. If no objection is timely received, the Cure Amount set forth in Exhibit 1 hereto will be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and the non-Debtor party to the Assumed Contract will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims as to such Assumed Contract against the Selling Debtor Entities, the Purchasers, or the Successful Bidder (as appropriate), or the property of either of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or the Selling Debtor Entities' consummation of and performance under the Agreement (including the transfer of the Assets and the Assumed Contracts free and clear of all Claims and Interests), if authorized by the Court.

6. Prior to the Closing Date, the Selling Debtor Entities may amend their decision with respect to the assumption and assignment of the Assumed Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
July 5, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT 1

A 1 Specialized Services
2707 State Rd
Croydon, PA 19021-0270

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Platinum Group Metals Supply Agreement between Delphi Automotive Systems LLC and A-1 Specialized Services dated December 1, 2004 and Letter dated 9/16/02 from A-1 Specialized Services to Delphi Corporation. | \$430,384.00 |

EXHIBIT 1

A 1 Specialized Services & Supplies Inc
PO Box 270
Croydon, PA 19021

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Platinum Group Metals Supply Agreement between Delphi Automotive Systems LLC and A-1 Specialized Services dated December 1, 2004 and Letter dated 9/16/02 from A-1 Specialized Services to Delphi Corporation. | \$430,384.00 |

EXHIBIT 1

Corning Incorporated
Attn Corporate Secretary
One Riverfront Plz
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50186 | \$9,914.40 |

EXHIBIT 1

Corning Incorporated
Attn Corporate Secretary
One Riverfront Plz
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|----------------|
| Purchase Order No. 50187 | \$2,090,033.74 |

EXHIBIT 1

Corning Incorporated
Attn Corporate Secretary
One Riverfront Plz
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50188 | \$23,883.05 |

EXHIBIT 1

Corning Incorporated
Attn Corporate Secretary
One Riverfront Plz
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50189 | \$2,395.44 |

EXHIBIT 1

Corning Incorporated
Ron Rogers
50 W Big Beaver Rd
Troy, MI 48084

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50186 | \$9,914.40 |

EXHIBIT 1

Corning Incorporated
Ron Rogers
50 W Big Beaver Rd
Troy, MI 48084

| Contract to be assumed: | Cure amount: |
|--------------------------|----------------|
| Purchase Order No. 50187 | \$2,090,033.74 |

EXHIBIT 1

Corning Incorporated
Ron Rogers
50 W Big Beaver Rd
Troy, MI 48084

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50188 | \$23,883.05 |

EXHIBIT 1

Corning Incorporated
Ron Rogers
50 W Big Beaver Rd
Troy, MI 48084

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50189 | \$2,395.44 |

EXHIBIT 1

Corning Incorporated
Ap 01 E8b
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50186 | \$9,914.40 |

EXHIBIT 1

Corning Incorporated
Ap 01 E8b
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|----------------|
| Purchase Order No. 50187 | \$2,090,033.74 |

EXHIBIT 1

Corning Incorporated
Ap 01 E8b
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50188 | \$23,883.05 |

EXHIBIT 1

Corning Incorporated
Ap 01 E8b
Corning, NY 14831

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50189 | \$2,395.44 |

EXHIBIT 1

First American Capital Mgmt
Attn Dianne Evert
3000 Lakeside Dr Ste 200n
Bannockburn, IL 60018

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Purchase Order Nos. 12999, 12834 and 15588 | \$0.00 |

EXHIBIT 1

First American Capital Mgmt Group
527 Marquette Ave South
1600 Rand Tower
Minneapolis, MN 55402

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Purchase Order Nos. 12999, 12834 and 15588 | \$0.00 |

EXHIBIT 1

Heraeus Chemicals Sa Pty
PO Box 1987
Port Elizabeth, 06000
South Africa

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Contract between Heraeus and Delphi Automotive Systems LLC dated July 24, 2004 | \$0.00 |

EXHIBIT 1

Heraeus Metal Processing Inc
c/o Jason J Dejonker Esq
Mcdermott Will & Emery Llp
227 W Monroe St
Chicago, IL 60606-5096

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50112 | \$306,172.40 |

EXHIBIT 1

Heraeus Metals Processing
PO Box 910468
Dallas, TX 75391-0468

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50112 | \$306,172.40 |

EXHIBIT 1

Heraeus Metals Processing Inc
Formerly PGP Industries
13429 Alondra Blvd
Santa Fe, CA 90670

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50112 | \$306,172.40 |

EXHIBIT 1

Heraeus Precious Metals Management LLC
540 Madison Avenu
New York, NY 10022

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 50112 | \$306,172.40 |

EXHIBIT 1

Impala Platinum Limited
Isle Of Houghton
3rd Fl Old Trafford 4
Boundary Rd
Houghton, 02198
South Africa

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Precious Metals Supply Agreement dated November 2004 between Impala Platinum Limited and Delphi Automotive Systems, LLC and Precious Metals Supply Agreement dated December 2000 between Impala Platinum Limited and Delphi Automotive Systems, LLC. | \$0.00 |

EXHIBIT 1

Johnson Matthey Alfa Aesar
30 Bond St
Ward Hill, MA 01835-8099

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Bailment Agreement made and entered into on October 29, 2004 by and between Delphi Automotive Systems LLC and Johnson Matthey Inc. | \$0.00 |

EXHIBIT 1

Johnson Matthey Inc
PO Box 88848
Dept 110
Chicago, IL 60695-1848

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Bailment Agreement made and entered into on October 29, 2004 by and between Delphi Automotive Systems LLC and Johnson Matthey Inc. | \$0.00 |

EXHIBIT 1

Johnson Matthey PLC
Precious Metals Marketing Division
2001 Nolte Dr
West Deptford, NJ 08066

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Bailment Agreement made and entered into on October 29, 2004 by and between Delphi Automotive Systems LLC and Johnson Matthey Inc. | \$0.00 |

EXHIBIT 1

Johnson Matthey PLC
PO Box 88877
Dept 310
Chicago, IL 60695-1877

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Bailment Agreement made and entered into on October 29, 2004 by and between Delphi Automotive Systems LLC and Johnson Matthey Inc. | \$0.00 |

EXHIBIT 1

MDIS Inc
Dept 31702
PO Box 6187
Chicago, IL 60680-6187

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Agreement between ASEC and MDIS - CHESS Agreement #2427 dated 9/29/1995 | \$0.00 |

EXHIBIT 1

NGK Automotive Ceramics USA Inc
119 Mazzeppa Rd
Mooreville, NC 28115

| Contract to be assumed: | Cure amount: |
|--------------------------|----------------|
| Purchase Order No. 50028 | \$2,914,235.42 |

EXHIBIT 1

Prime Systems Incorporated
32915 Aurora Rd Ste 100
Cleveland, OH 44139

| Contract to be assumed: | Cure amount: |
|---|--------------|
| ASEC & PRIME (Software License agreement) dated 09/16/1996 | \$0.00 |

EXHIBIT 1

Sabin Metal Corporation
300 Pantigo Pl
Ste 102
East Hampton, NY 11937

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Letter from Delphi Corporation dated October 23, 2002 to Sabin Metal. | \$10,583.35 |

EXHIBIT 1

Shainin LLC
3115 T Ave
Anacortes, WA 98221

| Contract to be assumed: | Cure amount: |
|--------------------------|--------------|
| Purchase Order No. 19545 | \$0.00 |

EXHIBIT 1

University Of New Mexico
Attn Sally Hayes
Dept Of Earth & Planetary Science
Albuquerque, NM 87131-1116

| Contract to be assumed: | Cure amount: |
|---|--------------|
| University of New Mexico Industrial Sponsored Research Agreement between Delphi and the Regents of the University of New Mexico dated March 1, 2005 | \$0.00 |

EXHIBIT 1

W C Heraeus GmbH & Co KG
Heraeusstr 12 – 14
Hanau, 63450
Germany

| Contract to be assumed: | Cure amount: |
|--|--------------|
| Bailment Agreement between Delphi Automotive Systems LLC and W.C. Heraeus GmbH & Co., KG dated July 1, 2003. | \$0.00 |